

DEFENSE

Technical Cooperation

**Agreements Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS**

**Amending the Memorandum of
Understanding of October 24, 1995**

Signed at London October 16, 2000

Signed at Banff October 15, 2005



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

MULTILATERAL

Defense: Technical Cooperation

*Agreements amending the memorandum of
understanding of October 24, 1995.*

Signed at London October 16, 2000;

Entered into force October 16, 2000.

Signed at Banff October 15, 2005;

Entered into force October 15, 2005.

**AMENDMENT ONE TO THE
MEMORANDUM OF UNDERSTANDING
AMONG
THE DEPARTMENT OF DEFENCE OF AUSTRALIA
THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA
THE NEW ZEALAND DEFENCE FORCE
THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND
AND
THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT
OF DEFENSE OF THE UNITED STATES OF AMERICA
CONCERNING
THE TECHNICAL COOPERATION PROGRAM
(SHORT TITLE: TTCP MOU)**

INTRODUCTION

The Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, hereinafter referred to as the "Participants":

Recognizing the continued success of The Technical Cooperation Program (TTCP) and the TTCP Subcommittee on Non-Atomic Military Research and Development (NAMRAD) of the Combined Policy Committee under The Technical Cooperation Program Memorandum of Understanding (TTCP) of 24 October 1995;

Reaffirming their interest in defense cooperation;

Desiring to further enhance their defense cooperation activities and promote its continued efficient and effective operation;

Have mutually determined to amend the TTCP MOU of 24 October 1995 as follows.

1. Amend the TABLE OF CONTENTS by: inserting "SECTION XVI COOPERATIVE PROGRAM PERSONNEL," renumbering the current "SECTION XVI AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION" as "SECTION XVII," adding "*Appendix 3, MODEL CONFIDENTIALITY ARRANGEMENT*", adding "*Appendix 4, MODEL MEMORANDUM OF UNDERSTANDING FOR THIRD PARTY PARTICIPATION*", and adding "*Appendix 5, CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES FOR COOPERATIVE PROGRAM PERSONNEL.*"

2. Amend SECTION I, DEFINITION OF TERMS, by: adding a definition of Cooperative Program Personnel and amending the definition of Defense Purposes, to read as follows:

"Cooperative Program Personnel (CPP)"

"Military members or civilian employees of a Participant assigned to work on a TTCP Activity in a country other than their own who perform managerial, engineering, technical, administrative, contracting, logistics, financial, planning or other functions in furtherance of a TTCP Activity."

"Defense Purposes"

"Manufacture or other use in any part of the world by or for the armed forces of any Participant, or any lawful manufacture or other use by or for the governments of the Participants in the interest, promotion, or enforcement of their national security and civil defense, but excluding defense sales or other transfers."

3. **Amend paragraph 3.9 to read as follows:** "TTCP-sponsored visits are authorized and will be arranged and conducted in accordance with Section X (Channels of Communication and Visits). Assignments of Cooperative Program Personnel (CPP) are authorized and will be carried out in accordance with Section XVI (Cooperative Program Personnel)."
4. **Amend paragraph 3.10 to read as follows:** "Participation in TTCP Subordinate Element activities is normally limited to employees of the Participants or their governments and associated Contractor Support Personnel. Participation in TTCP Subordinate Element activities by Contractors or other persons who are not Third Parties will be permitted only in accordance with Section IV (Management), and will be subject to other relevant provisions of this MOU such as Section VIII (Disclosure and Use of Information, Section X (Channels of Communication and Visits), and Section XI (Security), and will be covered by a legally binding agreement concerning non-disclosure of information."
5. **Add a new paragraph 3.11 to read as follows:** "The Participants may unanimously authorize a Third Party to participate in a specific information exchange to facilitate the work of a TTCP Subordinate Element. Such participation of a Third Party will be documented using Appendix 3 (Model Confidentiality Arrangement)."
6. **Add a new paragraph 3.12 to read as follows:** "The Participants may unanimously authorize a Third Party to participate in a specific TTCP Activity. Such participation will, as a minimum, include two Participants in addition to the Third Party and will be documented using Appendix 4 (Model Memorandum of Understanding for Third Party Participation)."
7. **Add a paragraph 4.2.8 to read as follows:** "Establishing the conditions and authorizing Third Party participation in a specific TTCP Activity pursuant to paragraph 3.11 or paragraph 3.12."
8. **Amend paragraph 4.4.2 to read as follows:** "In accordance with paragraph 3.10, authorizing participation by Contractors or other persons who are not Third Parties in TTCP Subordinate Element activities, subject to the unanimous consent of the National Technical Representatives participating in the activity."
9. **Amend paragraph 5.1 to read as follows:** "Each Participant will bear the full costs it incurs in performing, managing, and administering any efforts under this MOU."
10. **Amend paragraph 5.3.1 to read as follows:** "The Contributing Participants will contribute to that TTCP Project their equitable share of the full cost of that TTCP Project (contributions of any kind to a TTCP Project will be considered in determining equitability) and will receive an equitable share of the results of that TTCP Project in accordance with the provisions of this MOU and the applicable TTCP PA."
11. **Add a new paragraph 5.3.4 to read as follows:** "The Project Officers will be responsible for establishing the detailed financial management procedures under which the TTCP Project will operate. If required, these procedures will be detailed in a financial management procedures document."

12. **Add a new paragraph 5.3.5 to read as follows:** "Each Contributing Participant will provide funds for each TTCP Project in accordance with the estimated schedule of financial contributions, which may be detailed in a financial management procedures document."

13. **Add a new paragraph 5.3.6 to read as follows:** "Each Contributing Participant will be responsible for auditing the activities for which it is responsible pursuant to a TTCP PA, in accordance with its own national practices. For TTCP PAs where funds are transferred from one Contributing Participant to another Contributing Participant, the receiving Contributing Participant will be responsible for the internal audit regarding administration of the other Contributing Participant's funds in accordance with national practices. Audit reports of such funds will be promptly made available by the receiving Contributing Participant to the other Contributing Participant(s)."

14. **Add a new paragraph 5.4 to read as follows:** "The Participants recognize that it may become necessary for one Participant to incur contractual or other obligations for the benefit of some or all of the other Participants prior to receipt of the other Participants' funds. In the event that one Participant incurs such obligations, the other relevant Participants will make such funds available in such amounts and at such times as may be required by the Contract or other obligation, and will pay any damages and costs that may accrue from the performance of or cancellation of the Contract or other obligation in advance of the time such payments, damages, or costs are due."

15. **Renumber paragraph 5.4 as 5.5.**

16. **Renumber paragraph 5.5 as 5.6.**

17. **Add new paragraph 5.7 to read as follows:** "The allocation of costs associated with the assignment of Cooperative Program Personnel is specified in Section XVI (Cooperative Program Personnel)."

18. **Replace SECTION VI, CONTRACTUAL ARRANGEMENTS, in its entirety with the following:**

6.1 National procedures will be employed in the event a Participant decides to place Contracts to fulfill its responsibilities under this MOU.

6.2 **Information Exchange:** This MOU creates no obligation nor provides authorization to place Contracts to implement any Information exchanges under this MOU.

6.3 **S&T Harmonization and Alignment Effort:** If a Participant places a Contract to implement S&T harmonization and alignment efforts pursuant to this MOU, that Participant will contract in accordance with its national laws, regulations, and practices, with such waivers and deviations as its practices permit, and as are deemed necessary to implement the provisions of this MOU. The other Participants will not be subject to any liability arising from such Contracts without their written consent.

6.4 TTCP Projects: If a Contributing Participant places a Contract to fulfill the scope of work of a TTCP Project, the following provisions will apply.

6.4.1 If a Contributing Participant places a Contract to fulfill its own responsibilities under the TTCP Project, it will contract in accordance with its own national laws, regulations, and practices, with such waivers and deviations as its practices permit, and as are deemed necessary to implement the provisions of this MOU. The other Participants will not be subject to any liability arising from such Contracts without their written consent.

6.4.2 If the Contributing Participants determine that it is necessary under that TTCP Project for one Contributing Participant to place a Contract on behalf of one or more of the Contributing Participants, that Contributing Participant will contract in accordance with its own national laws, regulations and practices, with such waivers and deviations as its practices permit, and as are deemed necessary to implement the provisions of this MOU. Such contractual arrangements will be detailed in the particular TTCP PA. Sources from all Contributing Participants' industries will be allowed to compete for such Contracts whenever possible.

6.4.2.1 The Contributing Participants may provide, unless otherwise mutually determined, that:

6.4.2.1.1 the technical bid assessment factors and contract incentive criteria will be co-defined by the Contributing Participants;

6.4.2.1.2 the proposals will be evaluated by a joint Proposal Evaluation Team (PET) composed of an equal number of members from each Contributing Participant;

6.4.2.1.3 the PET will have the authority to recommend the selection and rejection of proposed bids to the decision authority.

6.4.2.2 Unless otherwise mutually determined, there will be no public disclosure of the decision by the decision authority prior to all Contributing Participants having gained national approval to announce the decision of the decision authority.

6.5 Each Participant will ensure that its Contracting Agency will negotiate to obtain the rights to use and disclose Information required by Section VIII (Disclosure and Use of Information). The Contracting Agency will insert into their Contracts (and require Contractors to insert into their subcontracts) suitable provisions to satisfy the requirements of this MOU, including Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information), Section XI (Security) and Section XII (Third Party Sales and Transfers). During the contracting process, the Contracting Agency will advise prospective Contractors of their obligation to notify the Contracting Agency immediately if they are or will be subject to any

license or agreement that will restrict that Participant's freedom to disclose Information or permit its use. The Contracting Agency will also advise prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.

6.6 In the event that its Contracting Agency is unable to secure adequate rights to use and disclose Information as required by Section VIII (Disclosure and Use of Information), or is notified by Contractors or potential Contractors of any restrictions on the disclosure and use of Information, that Participant will immediately notify the other Contributing Participant(s) of these restrictions.

6.7 A Contributing Participant will promptly advise the other Contributing Participant(s) of any schedule delay, or performance problems of any Contractor for which that Participant's Contracting Agency is responsible.

6.8 For all contracting activities performed by the Participants in a particular TTCP Project, those Participants will coordinate the development of all statements of work prior to the issuance of solicitations.

6.9 Should price or cost investigation services be required, such services will be obtained through the responsible national authorities of the Participant who executed the Contract, unless otherwise specified in the TTCP PA, consistent with any existing arrangements between the Participants in that regard.

6.10 No requirement will be imposed by any Participant for work sharing or other industrial or commercial compensation in connection with this MOU that is not in accordance with this MOU."

19. Amend paragraph 7.3.2 to read as follows: "Equipment and Material transferred under TTCP E&MT Forms or TTCP PAs will be used by the receiving Participant only for the purposes detailed in this MOU and applicable TTCP E&MT Form or TTCP PA. In addition, the receiving Participant(s) will maintain the Equipment and Material in good order, repair, and operable condition. Unless the providing Participant has consented that the transferred Equipment and Material may be modified, expended, or otherwise consumed in connection with the TTCP Activity without reimbursement to the providing Participant, the receiving Participant(s) will return the Equipment and Material to the providing Participant in as good a condition as received, reasonable wear and tear excepted, or return the Equipment and Material and pay the cost to restore the Equipment and Material to such condition. If the Equipment and Material is damaged beyond economical repair, the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Equipment and Material is lost, the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. In no case will any payment respecting damage or loss exceed the amount specified in the E&MT form or the PA."

20. Amend paragraph 8.3.2.2 to read as follows: "Each contributing Participant receiving NFI may use or have used such Information without charge for its Defense Purposes only, unless mutually decided otherwise in writing. In addition, with written permission and at the discretion of the furnishing Participant, NFI may be used by non-Contributing Participants for any specified purpose."

21. Amend paragraph 8.3.3.2 to read as follows: "Contributing Participants generating or receiving JGFI may use or have used such Information without charge for their Defense Purposes only, unless mutually decided otherwise in writing. In addition, with written permission and as mutually decided by the Contributing Participants, JGFI may be used by non-Contributing Participants for any specified purpose."

22. Add a new Section XVI to read as follows:

**"SECTION XVI
COOPERATIVE PROGRAM PERSONNEL**

16.1 This Section establishes the provisions for Cooperative Program Personnel (CPP) assigned for work in accordance with Section III (Scope) of this MOU. Commencement of assignments will be subject to the requirements that may be imposed by the host Participant or its government pertaining to immigration and visit requests. The host and parent Participants will determine the length of tour for the positions at the time of initial assignment.

16.2 CPP will be assigned to work on a specific TTCP Activity and will report to a supervisor to be identified by the host Participant. CPP will have a position description mutually determined by the parent and host Participants. CPP will not act as liaison officers for their parent Participant.

16.3 CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the host Participant.

Security

16.4 The host Participant will establish the level of security clearance required, if any, to permit CPP to have access to Classified Information and Material and facilities. Access to Classified Information and Material and facilities will be limited by the scope of the relevant TTCP Activity.

16.5 The parent Participant will file visit requests through prescribed channels in compliance with the host Participant's procedures.

16.6 The host and parent Participants will ensure that CPP assigned to a host Participant's facility to conduct a TTCP Activity are aware of the requirements of the TTCP MOU. On arrival, CPP and their dependents will be informed by the host Participant's representative about applicable laws, orders, regulations, and customs and the need to comply with them. Prior to

commencing assigned duties, CPP will, if required by the host Participant, sign the certification at Appendix 5.

16.7 CPP will at all times be required to comply with the security laws, regulations, and procedures of the host government. Any violation of security procedures by CPP during their assignment will be reported to the parent Participant for appropriate action. CPP committing significant violations of security laws, regulations, or procedures during their assignments will be withdrawn from the host Participant's facility. The parent Participant will consider, as appropriate, administrative or disciplinary action.

16.8 All Classified Information and Material made available to CPP will be considered as Classified Information and Material furnished to the parent Participant, and will be subject to all provisions and safeguards provided for in Section XI (Security).

16.9 CPP will not have personal custody of Classified Information and Material or Controlled Unclassified Information unless approved by the host Participant and as authorized by their parent Participant. They will be granted access to such Information and Material in accordance with Section IX (Controlled Unclassified Information), Section XI (Security), and the applicable project security instruction during normal duty hours or when access is necessary to perform work for the TTCP Activity.

16.10 CPP assigned to a host Participant's facility to conduct a TTCP Activity will not serve as a conduit between the Participants for requests and/or transmission of Classified Information and Material or Controlled Unclassified Information outside the scope of their assignment, unless specifically authorized by the parent Participant.

Administrative Matters

16.11 Subject to applicable multilateral and bilateral treaties, agreements, and arrangements of the governments of the Participants, CPP and their authorized dependents will be accorded:

16.11.1 Exemption from any host government tax upon income received from the parent Participant.

16.11.2 Exemption from any host government customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

16.12 On arrival CPP will be provided briefings arranged by the host Participant's representative regarding (subject to applicable multilateral and bilateral arrangements) entitlements, privileges, and obligations such as:

16.12.1 Any medical and dental care that may be provided to CPP and their dependents at local medical facilities, including reimbursement when required.

16.12.2 Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents.

16.12.3 The host Participant will provide, if available, housing and messing facilities for CPP and their dependents on the same basis and priority as for its own personnel. CPP will pay messing and housing charges to the same extent as host Participant personnel. At locations where facilities are not provided by the host Participant for its own personnel, parent Participants will make suitable arrangements for their CPP.

16.12.4 Responsibility of CPP and their accompanying dependents to obtain motor vehicle liability insurance coverage in accordance with the host Participant's laws and regulations, including those applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse will be against such insurance.

16.13 The host Participant will, in consultation with the CPP, establish standard operating procedures for CPP in the following areas:

16.13.1 Working hours, including holiday schedules.

16.13.2 Leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the host and parent Participants.

16.13.3 Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the host and parent Participants.

16.13.4 Performance evaluations, recognizing that such evaluations will be rendered in accordance with the parent Participant's military or civilian personnel regulations and practices.

16.14 CPP committing an offense under the laws of the government of the host or parent Participant may be withdrawn from the host Participant's facility. The parent Participant will consider, as appropriate, further administrative or disciplinary action. Disciplinary action, however, will not be taken by the host Participant against other Participants' CPP, nor will one Participant exercise disciplinary powers over CPP of another Participant. The host government may assist other Participants in carrying out investigations of offenses involving other Participants' CPP.

16.15 During their assignment, CPP will not be placed in the following duty status or environments unless mutually decided by the host and parent Participants:

16.15.1 Areas of political sensitivity where their presence may jeopardize the interests of either the host or parent Participant, or where, in the normal course of their duty, they may become involved in activities which may embarrass either Participant.

16.15.2 Deployments in non-direct hostility situations, such as UN peacekeeping or multi-national operations, or third countries.

16.15.3 Duty assignments in which direct hostilities are likely. Should a host Participant's facility become involved in hostilities unexpectedly, CPP assigned to that facility will not be involved in the hostilities. Any such CPP approved by the host and parent Participant for involvement in hostilities will be given specific guidance as to the conditions under which the assignment will be carried out by the appropriate authorities of the host and parent Participants."

Financial Matters

16.16. The host Participant will be responsible for the following:

16.16.1 Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the host Participant.

16.16.2 Costs incurred as a result of a change in location of work ordered by the host Participant during the period of assignment.

16.16.3 Costs associated with the use of facilities and equipment necessary for the performance of tasks assigned to CPP.

16.17 The parent Participant's responsibility will include all other costs and expenses of assigned CPP including:

16.17.1 All pay and allowances.

16.17.2 Travel to and from the place of the assignment of the host Participant, except for travel pursuant to paragraph 16.16.1.

16.17.3 All temporary duty costs, including travel costs, when such duty is carried out at the request of the parent Participant.

16.17.4 Compensation for loss of, or damage to, the personal property of CPP, or the personal property of their dependents.

16.17.5 The movement of dependents and the household effects of CPP.

16.17.6 Preparation and shipment of remains and funeral expenses in the event of the death of CPP or their dependents.

16.17.7 All expenses in connection with the return of CPP whose assignment has been terminated, along with their dependents."

23. Amend Section XVI (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) to read: "Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration)" and renumber the paragraphs accordingly.

24. Amend Appendix 1, paragraph 3.3.2, Alternative A to read as follows: "Upon expiration or termination of the transfer period specified in paragraph 5.4 (taking into account any approved extension by the providing Participant), the receiving Participant(s) will return the Equipment and Material to the providing Participant in as good a condition as received, reasonable wear and tear excepted, or return the Equipment and Material and pay the cost to restore the Equipment and Material to such condition. If the Equipment and Material is damaged beyond economical repair, the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Equipment and Material is lost, the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. In no case will any payment respecting damage or loss exceed the amount specified in Section I."

25. Amend Appendix 1, paragraph 3.3.2, Alternative B to read as follows: "It is intended that the receiving Participant(s) will consume the Equipment and Material specified in paragraph 1.1 during the course of the activity described in paragraph 2.1.1. If this does occur, the receiving Participant(s) will provide written notice of its consumption to the providing Participant. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 5.4, the receiving Participant(s) will return the Equipment and Material to the providing Participant. If the Equipment and Material is damaged beyond economical repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Equipment and Material is lost prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. In no case will any payment respecting damage or loss exceed the amount specified in Section I."

26. Add a new paragraph 3.4 to Appendix 1 to read as follows: "If required by the providing Participant, the receiving Participant will provide the results of the testing or evaluation to the providing Participant without charge."

27. Renumber paragraph 3.4 as 3.5 in Appendix 1.

28. Add a new Appendix 3 as follows:

“Appendix 3 to the TTCP MOU
Model Confidentiality Arrangement

CONFIDENTIALITY ARRANGEMENT

Among

[insert names of signatories]

1.0 TTCP (*[insert panel number or action group]*) has requested the participation of *[insert nation]* in the conduct of a specific TTCP Activity.

2.0 The signatories to this Confidentiality Arrangement have decided to exchange information in the following areas:

[insert details of information to be exchanged]

3.0 Information means knowledge, which can be communicated, by any means, regardless of form or type, including, but not limited to, knowledge of a scientific, technical, business, or financial nature, whether or not subject to copyright, patent, or other legal protection.

3.1 Such Information will be protected in the following manner:

3.1.1 Each signatory of this Confidentiality Arrangement will observe and take every reasonable precaution to handle and maintain in confidence all Information exchanged amongst the signatories, as it would for its own proprietary information, with the exception only of the following:

3.1.1.1 Information that is in the public domain.

3.1.1.2 Information already known to a signatory of this Confidentiality Arrangement not encumbered by the restrictions listed below.

3.1.2 The Information provided will be used only for purposes of information and evaluation, and such information will not be copied or disseminated, except to the employees of the signatories, on a need to know basis. Written permission from the furnishing signatory will be required for any other use.

3.1.3 The signatories will not sell, lease, sublicense, or otherwise in any manner, directly or indirectly, assign, transfer or dispose of the Information (or any rights therein or with respect thereto) in whole or in part, or permit its use by any third party or organization, except as previously authorized in writing by the furnishing signatory.

**3.1.4 [insert any special provisions as appropriate, e.g. special handling provisions;
return of Information; other use]**

4.0 This Confidentiality Arrangement will remain in effect until terminated in writing by the signatories.

5.0 The foregoing represents the understandings among the signatories of this Confidentiality Arrangement.

[insert signature blocks of signatories]"

29. Add a new Appendix 4 as follows:

"Appendix 4 to the TTCP MOU
Model Memorandum of Understanding for Third Party Participation

MEMORANDUM OF UNDERSTANDING

among

THE DEPARTMENT OF DEFENCE OF AUSTRALIA*

and

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA*

and

THE NEW ZEALAND DEFENCE FORCE*

and

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND*

and

THE SECRETARY FOR DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA*

and

[insert name(s)]

concerning

[insert title of programme/project]

*Delete where not applicable

TABLE OF CONTENTS

INTRODUCTION.....

SECTION I
DEFINITION OF TERMS.....

SECTION II
OBJECTIVES

SECTION III
SCOPE

SECTION IV
MANAGEMENT.....

SECTION V
FINANCIAL ARRANGEMENTS

SECTION VI
CONTRACTUAL ARRANGEMENTS

SECTION VII
EQUIPMENT AND MATERIAL TRANSFERS.....

SECTION VIII
DISCLOSURE AND USE OF INFORMATION.....

SECTION IX
CONTROLLED UNCLASSIFIED INFORMATION.....

SECTION X
CHANNELS OF COMMUNICATION AND VISITS

SECTION XI
SECURITY

SECTION XII
THIRD PARTY SALES AND TRANSFERS.....

SECTION XIII
CLAIMS AND LIABILITY

SECTION XIV
CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES.....

SECTION XV
SETTLEMENT OF DISPUTES

SECTION XVI
COOPERATIVE PROGRAM PERSONNEL.....

SECTION XVII
AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT,
AND DURATION.....

Appendix 1
EQUIPMENT AND MATERIAL TRANSFER FORM.....

Appendix 2
*CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES FOR
COOPERATIVE PROGRAM PERSONNEL.....*

INTRODUCTION

The Department of Defence of Australia,* the Department of National Defence of Canada,* the New Zealand Defence Force,* the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland,* the Secretary for Defense on Behalf of The Department of Defense of the United States of America* being signatories to the Memorandum of Understanding for The Technical Co-operation Program dated 24 October 1995, as amended by Amendment One dated [Insert date] (the TTCP MOU) and desiring to enter into a Memorandum of Understanding (MOU) with [Insert Name(s)], for the purpose of conducting a project on [insert title of programme/project], have reached the following understandings:

For the purpose of this MOU, the Department of Defence of Australia,* the Department of National Defence of Canada,* the New Zealand Defence Force,* the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland,* the Secretary for Defense on Behalf of The Department of Defense of the United States of America and [Insert Name(s)] will be known as "the Participants".

SECTION I DEFINITION OF TERMS

1.1 The Participants confirm that they accept the definitions set out in Section I (Definition of Terms) of the TTCP MOU, except as follows:

Background Information	Information generated outside the scope of this MOU.
Contributing Participant	A signatory to this MOU, also referred to as a Participant to this MOU.
Equipment and Material	Any material, equipment, end item, subsystem, component, special tooling or test equipment used in the performance of this MOU.
Invention	Any invention or discovery formulated, made (conceived or first actually reduced to practice) in the course of this MOU.
Jointly Generated Foreground Information	Information jointly generated by the Participants in the performance of this MOU.
National Foreground Information	Information generated solely by one of the Participants in the performance of this MOU.
Non-Contributing Participant	A signatory to the TTCP MOU who is not a Participant in this MOU.

Third Party

Any person or other entity whose government or agency thereof is not a Participant to this MOU.

1.2 The Participants confirm that the following terms that are defined in the TTCP MOU, will not be used in this MOU: National Technical Representatives, TTCP Document, and TTCP Subordinate Element.

1.3 The Participants confirm that the following terms in the TTCP MOU are interpreted as follows for the purposes of this MOU:

1.3.1 Where the TTCP MOU uses the terms "TTCP Activity," "TTCP Project," or "TTCP Project Arrangement (TTCP PA)" they refer to the work performed under this MOU.

1.3.2 Where the TTCP MOU uses the term "this MOU", it refers to this MOU and not the TTCP MOU.

SECTION II OBJECTIVES

2.1 The objectives of this MOU are *[insert necessary provisions]*

SECTION III SCOPE

3.1 The scope of work to be performed under this MOU is *[insert necessary provisions, which should include sub-sections dealing with Sharing of Tasks and Breakdown and Schedule of Tasks]*

3.2 The Participants will prepare an executive summary describing the results of their work, which will be released to all signatories of the TTCP MOU.

SECTION IV MANAGEMENT

4.1 The Participants will be responsible for overseeing the conduct of activities under this MOU and monitoring its overall use and effectiveness.

If appropriate, the Participants may appoint a Steering Committee to exercise these responsibilities on their behalf, in which case the following paragraphs are to be included in the MOU:

[4.* The members of the Steering Committee will be designated national representatives who are employees of the Participants. They, or their equivalent in the event of re-organization, are as follows:

[insert name of representatives of each Participant]

4.* The Steering Committee will have the following responsibilities:

4.3.1 Overseeing the conduct of activities under this MOU;

4.3.2 Providing general guidance and direction to the Project Officers; and

4.3.3 Recommending amendments to this MOU to the Participants.]

4.2 The following designated national representatives, who are employees of the Participants, will be the Project Officers (PO) for this MOU.

For [insert country and PO information as appropriate]

4.3 The POs will have primary responsibility for:

4.3.1 Effective implementation, direction and efficient management of activities under this MOU, including technical, cost and schedule performance against the requirements in Sections III and V of this MOU;

4.3.2 Reporting the status, activity and results of this MOU to the Steering Committee (or to the Participants if no Steering Committee is established);

4.3.3 Referring any issues that they cannot resolve to the Steering Committee (if appointed) or to the Participants for decision;

4.3.4 Preparation of the executive summary as required by Section III; and

4.3.5 Recommending amendments to this MOU to the Steering Committee (if appointed) or to the Participants.

Special Management Procedures

4.4 [insert any procedures particular to this MOU]

SECTION V FINANCIAL ARRANGEMENTS

5.1 The Participants confirm that when taking part in activities under this MOU they will conform to the provisions of Section V (Financial Arrangements) of the TTCP MOU (excluding paragraph 5.2).

5.2 The Participants in this MOU estimate that the cost of performance of the work under this MOU will not exceed: *[insert total cost in appropriate currencies]*

The *[insert country]* tasks will not cost more than *[insert amount]*
[repeat for each Participant]

SECTION VI CONTRACTUAL ARRANGEMENTS

6.1 The Participants confirm that when taking part in activities under this MOU they will conform to the provisions of Section VI (Contractual Arrangements) of the TTCP MOU (excluding paragraph 6.3).

SECTION VII EQUIPMENT AND MATERIAL TRANSFERS

7.1 The Participants confirm that when carrying out equipment and material transfers under this MOU they will conform with the provisions of Section VII (Equipment and Material Transfers) of the TTCP MOU (excluding paragraph 7.1 and 7.2) except that:

7.1.1 Where the TTCP MOU uses the term "TTCP E&MT Form(s)", it refers to the E&MT Form attached at Appendix I to this MOU. For the purposes of this MOU, the E&MT Form will be developed, maintained, and revised as necessary by the POs.

SECTION VIII DISCLOSURE AND USE OF INFORMATION

8.1 The Participants confirm that the disclosure and use of information provisions under this MOU will conform to the provisions of Section VIII (Disclosure and Use of Information) of the TTCP MOU (excluding paragraphs 8.1.3, 8.1.6, 8.2, 8.4, and 8.5).

8.2 All sales, transfers of title, disclosures, or transfers of possession of Information by Participants to this MOU to Third Parties as defined in this MOU will be subject to the provisions of Section XII (Third Party Sales and Transfers) of this MOU

8.3 Production Information will not be exchanged or provided under this MOU.

SECTION IX CONTROLLED UNCLASSIFIED INFORMATION

9.1 The Participants confirm that when dealing with Controlled Unclassified Information under this MOU they will conform to the provisions of Section IX (Controlled Unclassified Information) of the TTCP MOU (excluding paragraph 9.2).

9.2 To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked. As a minimum, the originating Participant will mark Controlled Unclassified Information provided to the other Participants with

a legend indicating the country of origin, the conditions of release, and the fact that it relates to this MOU and that it is supplied "in confidence" or the equivalent marking.

SECTION X CHANNELS OF COMMUNICATION AND VISITS

10.1 The Participants confirm that when dealing with channels of communication and visits under this MOU they will conform to the provisions of Section X (Channels of Communications and Visits) of the TTCP MOU (excluding paragraph 10.1).

10.2 POs are authorized to exchange information on behalf of the Participants in accordance with this MOU. Information exchanged among the Participants will be forwarded by POs to their counterparts via government channels for appropriate dissemination.

SECTION XI SECURITY

11.1 The Participants confirm that when handling Classified Information or Material, they will conform to Section XI (Security) of the TTCP MOU (excluding 11.3.1 and 11.10).

11.2 A receiving Participant will not release Classified Information or Material to any government, national organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures set forth in Section XII (Third Party Sales and Transfers) of this MOU.

11.3 Classified Information or Material provided or generated in accordance with this MOU may be classified up to and including (*insert level*). The existence of this MOU and its contents are unclassified.

SECTION XII THIRD PARTY SALES AND TRANSFERS

12.1 The Participants confirm that when dealing with sales and transfers to Third Parties, they will conform with the provisions of Section XII (Third Party Sales and Transfers) of the TTCP MOU (excluding paragraphs 12.1, 12.3 and 12.2, but retaining sub-paragraphs 12.2.1 to 12.2.6 inclusive), except that:

12.1.1 Where the TTCP MOU uses the term "Third Party" it refers to "Third Party" as defined in this MOU.

SECTION XIII CLAIMS AND LIABILITY

13.1 The Participants confirm that they will conform to the provisions of Section XIII (Claims and Liability) of the TTCP MOU when dealing with liability for claims arising from activities under this MOU.

**SECTION XIV
CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES**

14.1 The Participants confirm that they will conform to the provisions of Section XIV (Customs Duties, Taxes, and Similar Charges of the TTCP MOU when dealing with customs duties, taxes and similar charges arising from activities under this MOU.

14.2 In addition, any European Union (EU) recipient Government will settle customs duties and comparable levies due to the EU in respect of parts, components and equipment needed for activities under this MOU. To this end parts or components of the equipment will proceed to their destination accompanied by the relevant customs documents enabling such settlement to be made.

**SECTION XV
SETTLEMENT OF DISPUTES**

15.1 Any dispute among the Participants arising under or relating to this MOU will be resolved only by consultation among the Participants and will not be referred to an individual, to any national or international tribunal, or to any other forum for settlement.

**SECTION XVI
COOPERATIVE PROGRAM PERSONNEL**

16.1 Assignment of CPP under this MOU will be carried out in accordance in Section XVI (Cooperative Program Personnel) of the TTCP MOU.

16.1.1 Appendix 2 of this MOU replaces Appendix 5 of the TTCP MOU.

**SECTION XVII
AMENDMENT, TERMINATION, WITHDRAWAL,
ENTRY INTO EFFECT, AND DURATION**

17.1 This MOU may be amended only upon the unanimous written consent of the Participants.

17.2 This MOU may be terminated at any time by the unanimous written consent of the Participants. In the event the Participants decide to terminate this MOU they will consult at the appropriate level prior to the date of termination.

17.3 A Participant may withdraw from this MOU upon 180 days written notification to the other Participants. The withdrawing Participant will continue participation until the effective date of withdrawal. Notwithstanding paragraph 3.12 of the TTCP MOU, the remaining Participants may decide to continue work under this MOU.

17.4 The respective rights and responsibilities of the Participants regarding Section VII (Equipment and Materials Transfers), Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales

and Transfers), and Section XIII (Claims and Liability) will continue notwithstanding termination, withdrawal, or expiration of this MOU.

17.5 This MOU, which consists of the Introduction, *[insert number]* Sections and *[insert number]* Appendices will enter into effect upon signature by all Participants and will remain in effect for *[insert duration]* years. This MOU may be extended by the written consent of the Participants.

The foregoing represents the understandings reached among *[insert the names of the Participants]* upon the matters referred to therein and is signed in *[insert number]* copies.

[Insert signature blocks]

(insert as required for the number of Participants of this MOU)

FOR (Participant)

Signature
Name
Title
Date
Location

Appendix 1

EQUIPMENT AND MATERIAL TRANSFER FORM

between

(insert titles of the Organizations participating in the transfer)

Note: A single Equipment and Material Transfer Form may be used to document transfers among Participants, even if the proposed transfer will entail multiple Equipment and Material items being transferred among multiple Participants. For multiple item transfers among multiple Participants, ensure that paragraph 1.1 of this E&MT Form contains a complete description of all proposed transfers.

INTRODUCTION

This Equipment and Material Transfer (E&MT) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America and (insert names) concerning (insert name of project and the effective date of the MOU). This E&MT Form is being executed by authorized representatives of the providing and receiving Participants pursuant to Section VII (Equipment and Material Transfers) of the MOU.

SECTION I DESCRIPTION AND QUANTITY

1.1 The following Equipment and Material will be transferred by the providing Participant(s) to the receiving Participant(s):

<u>Providing Participant(s)</u>	<u>Receiving Participant(s)</u>	<u>Quantity</u>	<u>Description</u>	<u>Part/ Stock</u>	<u>Approx Value</u>
---------------------------------	---------------------------------	-----------------	--------------------	--------------------	---------------------

(fill in as appropriate)

1.2 (Choose one of the following alternatives, or use both if both situations apply.)

Alternative A -- Use when return of Equipment and Material is planned.

"None of the Equipment and Material identified in paragraph 1.1 is intended to be consumed or expended during the course of the activity described in paragraph 2.1.1."

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the activity.

"The Equipment and Material (specify as appropriate by highlighting in paragraph 1.1) described in paragraph 1.1 is intended to be consumed or expended during the course of the activity described in paragraph 2.1.1."

SECTION II PURPOSE

2.1 The purpose of this Equipment and Material transfer is to support the following project.

2.1.1 (fill in as appropriate)

**SECTION III
MANAGEMENT AND RESPONSIBILITIES**

3.1 Each Participant will establish a point of contact who will be responsible for implementing this Equipment and Material transfer.

3.1.1 For the providing Participant(s) the point(s) of contact is/are _____*

3.1.2 For the receiving Participant(s) the point(s) of contact is/are _____*

* **Insert the appropriate names, titles/office symbols, addresses, and telephone numbers of the individuals assigned to implement this Equipment and Material transfer.**

3.2 **Responsibilities of the Providing Participant(s)**

3.2.1 **Transfer of the Equipment and Material** - The providing Participant(s) will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 5.4 unless extended by mutual written consent.

3.2.2 **Equipment and Material Delivery** - The providing Participant(s) will deliver the Equipment and Material (specify arrangements). Custody of the Equipment and Material will pass from the providing Participant(s) to the receiving Participant(s) at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant(s) unless otherwise specified in this paragraph.

3.2.3 **Information** - The providing Participant(s) will furnish the receiving Participant(s) such Information as is necessary to enable the Equipment and Material to be used in the activity described in paragraph 2.1.1 in accordance with Section VIII (Disclosure and Use of Information) of the MOU.

3.3 **Responsibilities of the Receiving Participant(s)**

3.3.1 **Inspection and Inventory** - The receiving Participant(s) will inspect and inventory the Equipment and Material upon receipt. The receiving Participant(s) will also inspect and inventory the Equipment and Material prior to its return to the providing Participant(s) unless the Equipment and Material is consumed in accordance with paragraph 3.3.2.

3.3.2 (Choose one of the following alternatives, or use both if both situations apply.)

Alternative A -- Use when return of Equipment and Material is planned.

"Return of Equipment and Material - Upon expiration or termination of the transfer period specified in paragraph 5.4 (taking into account any approved extension by the providing Participant), the receiving Participant(s) will return the Equipment and Material to the providing Participant in as good a condition as received, reasonable wear and tear excepted, or return the Equipment and Material to such condition. If the Equipment and Material is damaged beyond economical repair, the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Equipment and Material is lost, the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. In no case will any payment respecting damage or loss exceed the amount specified in Section I."

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the activity.

"Consumption of Equipment and Material - It is intended that the receiving Participant(s) will consume the Equipment and Material specified in paragraph 1.1 during the course of the activity described in paragraph 2.1.1. If this does occur, the receiving Participant(s) will provide written notice of its consumption to the providing Participant. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 5.4, the receiving Participant(s) will return the Equipment and Material to the providing Participant. If the Equipment and Material is damaged beyond economical repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's laws, regulations and procedures. If the Equipment and Material is lost prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. In no case will any payment respecting damage or loss exceed the amount specified in Section I."

3.4 If required by the providing Participant, the receiving Participant will provide the results of the testing or evaluation to the providing Participant without charge.

3.5 This E&MT Form provides only for transfer of Equipment and Material associated with the project described in paragraph 2.1.1. Signature of this E&MT Form does not imply any commitment by a Participant to participate in any activities beyond the E&MT described herein.

**SECTION IV
CLASSIFICATION**

4.1 (Insert only one of the two following paragraphs; note that one of these two options must be selected).

"No classified Equipment and Material will be transferred under this E&MT Form."

or

"The highest level of classified Equipment and Material under this E&MT Form is (insert level of classification)"

**SECTION V
MODIFICATION, TERMINATION, AND TRANSFER PERIOD**

5.1 The provisions of this E&MT Form may be modified or extended by written mutual consent of authorized representatives of the Participants in accordance with Section VII (Equipment and Material Transfers) of the MOU.

5.2 The Equipment and Material transfer described in this E&MT Form may be terminated at any time in accordance with the following provisions.

5.2.1 Through the mutual written consent of the authorized representatives of the Participants.

5.2.2 Unilaterally by the receiving Participant(s) on 60 days written notice to the providing Participant(s).

5.2.3 Unilaterally by the providing Participant(s) at any time.

5.3 Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period will continue to apply without limit of time in accordance with Section XVI (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the MOU.

5.4 The transfer period for the Equipment and Material described herein begins on the date of the last signature below. Unless terminated or extended, it will continue until (enter date or amount of time).

Signature

Name

Title

Date

Location

Signature

Name

Title

Date

Location

Signature

Name

Title

Date

Location

Signature

Name

Title

Date

Location

Appendix 2

**CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES
FOR COOPERATIVE PROGRAM PERSONNEL**

I understand and acknowledge that I have been accepted for assignment to [conduct an activity] pursuant to the [____MOU]. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of this assignment is to provide my expertise [in the conduct of the activity]. There will be no access to information except as required to perform my assigned duties or as otherwise authorized in accordance with Section VIII (Disclosure and Use of Information).
2. I will perform only those functions that are properly assigned to me.
3. All Classified Information and Material and Controlled Unclassified Information to which I may have access during this assignment will be treated as information provided to my government and will not be further released or disclosed by me, except as authorized by the [____MOU].
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform them that I am a foreign national/CPP.
5. I have been briefed on, understand, and will comply with the applicable regulations of the host Participant, the provisions of the [____MOU], and any applicable security instructions or guidelines related to my assignment.
6. I will immediately report to my designated supervisor all unauthorized attempts to obtain Classified Information and Material or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Typed Name)

(Signature)

(Rank/Title)

(Date)

30. Insert a new Appendix 5 as follows:

"APPENDIX 5 to the TTCP MOU

**CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES
FOR COOPERATIVE PROGRAM PERSONNEL**

I understand and acknowledge that I have been accepted for assignment to [conduct a TTCP Activity] pursuant to the TTCP MOU. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of this assignment is to provide my expertise [in the conduct of the TTCP Activity]. There will be no access to information except as required to perform my assigned duties or as otherwise authorized in accordance with Section VIII (Disclosure and Use of Information).
2. I will perform only those functions that are properly assigned to me.
3. All Classified Information and Material and Controlled Unclassified Information to which I may have access during this assignment will be treated as information provided to my government and will not be further released or disclosed by me, except as authorized by the TTCP MOU.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform them that I am a foreign national/CPP.
5. I have been briefed on, understand, and will comply with the applicable regulations of the host Participant, the provisions of the TTCP MOU, and any applicable security instructions or guidelines related to my assignment.
6. I will immediately report to my designated supervisor all unauthorized attempts to obtain Classified Information and Material or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Typed Name)

(Signature)

(Rank/Title)

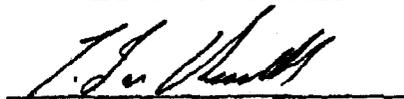
(Date)

All other provisions of the TTCP MOU will remain unchanged.

The foregoing represents the understandings reached among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America concerning amendments to the TTCP MOU of 24 October 1995.

Signed in five original copies, in English, by authorized representatives.

**FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA**


Signature

C.I. Chessell
Chief Defence Scientist
16 October 2000
London, England

**FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA**


Signature

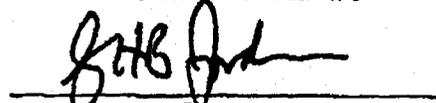
L.J. Leggatt
Assistant Deputy Minister
(Science and Technology)
16 October 2000
London, England

**FOR THE NEW ZEALAND
DEFENCE FORCE**


Signature

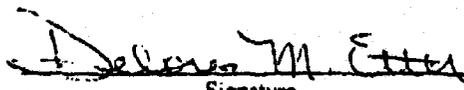
J.H. Buckingham
Director, Defence Operational
Technology Support Establishment
16 October 2000
London, England

**FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**


Signature

G.H.B. Jordan
Deputy Under Secretary
(Science and Technology)
16 October 2000
London, England

**FOR THE SECRETARY OF DEFENSE
ON BEHALF OF THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA**


Signature

Delores M. Etter
Deputy Under Secretary of Defense
(Science and Technology)
16 October 2000
London, England

AMENDMENT TWO
TO THE
MEMORANDUM OF UNDERSTANDING
AMONG
THE DEPARTMENT OF DEFENCE OF AUSTRALIA
THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA
THE NEW ZEALAND DEFENCE FORCE
THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND
AND
THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES OF AMERICA
CONCERNING

~~Certified to be a true and complete copy of the original agreement.~~

US TTCP Secretariat
USD(AT&L)/DDR&E/ITP

INTRODUCTION

The Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, hereinafter referred to as the "Participants":

Recognizing the continued success of The Technical Cooperation Program (TTCP) under The Technical Cooperation Program Memorandum of Understanding dtd October 24, 1995, as amended by Amendment One dtd October 16, 2000 (TTCP MOU);

Reaffirming the Participants' interest in defense cooperation; and

Desiring to further enhance the Participants' defense cooperation activities, to promote their continued efficient and effective operation and to clarify the understandings within the TTCP MOU relating to the participation of Third Parties in TTCP activities and information exchanges;

Have mutually determined to amend the TTCP MOU as follows.

1. Section III – Scope

1.1 Replace existing paragraphs 3.10, 3.11 and 3.12 in their entirety with the following:

"3.10 Participation in activities under this MOU is normally limited to employees of the Participants or their governments and associated Contractor Support Personnel. However, Contractors may be involved in a TTCP Activity under this MOU (except in the case of Third Party Contractors where paragraph 4.2.8 also applies). Also, subject to paragraph 4.2.8, Contractors may be involved in specific TTCP events (such as TTCP conferences, symposia or workshops), where unanimously decided by the relevant TTCP Subordinate Elements of the Contributing Participants. The terms and conditions under which the Contractor is engaged will be specified by the contracting Participant, who will ensure such terms and conditions are in accordance with this MOU.

3.11 The Participants may unanimously authorize a Third Party government or agency thereof to participate in a specific information exchange to facilitate the work of a TTCP Subordinate Element. Such participation of a Third Party government or agency will be documented in accordance with Appendix 3 (Model Confidentiality Arrangement).

3.12 Any other activity undertaken with a Third Party government or agency thereof will be outside the scope of TTCP and will be subject to separate arrangements."

2. Section IV - Management

2.1 Replace the Principals designated in paragraph 4.1 with the following:

"Australia: Chief Defence Scientist
Canada: Assistant Deputy Minister (Science and Technology)
New Zealand: Director, Defence Technology Agency
United Kingdom: Science and Technology Director
United States: Deputy Under Secretary of Defense (Science and Technology)"

2.2 Replace existing paragraph 4.2.8 with the following:

"4.2.8 Establishing the conditions and authorities for Third Party participation in a specific TTCP activity pursuant to paragraph 3.10 and paragraph 3.11."

2.3 Amend paragraph 4.4.2 by adding a comma after 'Contractors' and after 'Third Parties'.

3. **Section VI – Contractual Arrangements**

3.1 Amend paragraph 6.2 by inserting the following at the start of the sentence:

6.2 "With the exception of specific TTCP events provided for under paragraph 3.10,"

4. **Appendix 3**

4.1 Amend the title of Appendix 3 to "Model Confidentiality Arrangement".

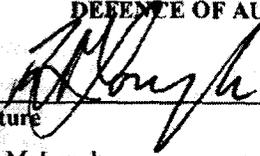
5. **Appendix 4**

5.1 Delete Appendix 4 in its entirety and replace with "Not Used".

6. **Entry Into Effect and Duration**

6.1 This Amendment Two to the TTCP MOU, including at Attachment 1 an unofficial version of the updated TTCP MOU including Amendments One and Two, will enter into effect upon signature by all Participants and will remain in effect for the same period as the TTCP MOU.

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA



Signature

Roger M. Lough

Name

Chief Defence Scientist

Title

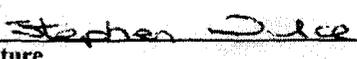
Banff, Alberta CANADA

Location

October 15, 2005

Date

FOR THE NEW ZEALAND
DEFENCE FORCE



Signature

Stephen Wilce

Name

Chief Military Scientist

Title

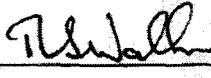
Banff, Alberta CANADA

Location

October 15, 2005

Date

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA



Signature

Robert S. Walker

Name

Assistant Deputy Minister (Science & Technology)

Title

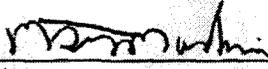
Banff, Alberta CANADA

Location

October 15, 2005

Date

FOR THE SECRETARY OF STATE FOR
DEFENCE OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND



Signature

Mike Markin

Name

Science and Technology Director

Title

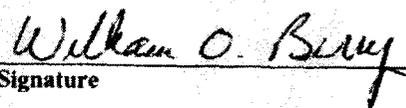
Banff, Alberta CANADA

Location

October 15, 2005

Date

FOR THE SECRETARY OF DEFENSE
ON BEHALF OF
THE DEPARTMENT OF DEFENSE OF
THE UNITED STATES OF AMERICA



Signature

William O. Berry

Name

Deputy Under Secretary of Defense

(Laboratories and Basic Science), Acting

Title

Banff, Alberta CANADA

Location

October 15, 2005

Date